

## **Exhibit 2**

AMENDMENT NO. 1 TO MULTIPARTY AGREEMENT

THIS AMENDMENT NO. 1 TO MULTIPARTY AGREEMENT (the "Amendment"), dated as of this 6<sup>th</sup> day of July, 2023, by and among Shared Investments IV, LLC, a Delaware limited liability company, as successor-in-interest to Becker-Bartlesville, L.L.C., a Michigan limited liability company (the "Landlord"), Springs Global US, Inc., a Delaware corporation, as successor-in-interest to Springs Basic Bedding, LLC, a Delaware limited liability company (the "Tenant"), and Keeco, LLC, a California limited liability company (the "Subtenant").

W I T N E S S E T H:

- A. Landlord and Tenant entered into that certain lease dated as of September 24, 2002 (such lease, as amended and supplemented to the date hereof, is hereinafter referred to as the "Lease") pertaining to certain premises (the "Premises") located at the building commonly known as located at 1560 Industrial Boulevard, Bartlesville, Oklahoma 74006-6035 (the "Building"), which Premises were demised to Tenant pursuant to the Lease; and
- B. Tenant and Subtenant entered into that certain sublease dated as of March 15, 2019 (such sublease, as amended and supplemented to the date hereof, is hereinafter referred to as the "Sublease") pertaining to the Premises, which Premises were demised to Subtenant pursuant to the Sublease;
- C. Landlord, Tenant, and Subtenant are parties to that certain Multiparty Agreement with an effective date of July 3, 2023;
- D. Landlord, Tenant and Subtenant now desire that to amend certain terms and conditions of the Multiparty Agreement,

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, Landlord, Tenant and Subtenant agree as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Multiparty Agreement.
2. Surrender Date. The term "Surrender Date" is amended to mean 5:00 p.m. on July 3, 2023. Landlord acknowledges the surrender of the Premises, vacant and broom clean.
3. July Rent. Monthly rent for the month of July 2023 for the Premises in the amount of \$29,237.40 shall be paid to Landlord no later than five (5) days after the Surrender Date.

4. Subsection 1(c) Amendment. Effective as of the Effective Date of the Multiparty Agreement, Subsection 1(c) of the Multiparty Agreement shall be deleted in its entirety and replaced by the following:

(c) *Surrender Payments.* In consideration of Landlord's agreement to accept Tenant's surrender of the Premises on the Surrender Date, Tenant shall cancel Subtenant's letter of credit and release to Subtenant all funds securing Subtenant's letter of credit no later than July 15, 2023, on the condition that Subtenant pay to Landlord a one-time payment equal to the sum of One Hundred Twenty Four Thousand Dollars (\$124,000) on or before July 31, 2023. Concurrently with this payment, (i) Subtenant shall have no further letter of credit obligations under the Sublease, and (ii) the Sublease shall terminate with no further obligation by Subtenant to Tenant under the Sublease. In addition, Subtenant shall pay to Landlord One Million Five Hundred Thousand Dollars (\$1,500,000), payable in twelve (12) equal payments in the amount of One Hundred Twenty-Five Thousand Dollars (\$125,000), delivered to Landlord on or before the first calendar day of each month following the Surrender Date, (collectively the "**Surrender Payments**"). For clarification, the first such monthly payment shall be due on or before August 1, 2023. Such Surrender Payments shall be made by wire transfer to an account designated by Landlord or by a bank check payable to Landlord.

5. Initial Maintenance Payment. Subsection 1(d) is amended so that the Initial Maintenance Payment shall be made on or before July 31, 2023.

6. Miscellaneous. (a) This Amendment and the Multiparty Agreement (together, the "**Revised Multiparty Agreement**") contains the entire agreement of the parties hereto and supersedes any previous or contemporaneous negotiations and agreements. There have been no representations made by the parties or understandings made between the parties other than those set forth in the Revised Multiparty Agreement. This Amendment may not be modified except by a written instrument duly executed by the parties hereto.

(b) If any provision of this Amendment or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Amendment and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(c) This Amendment shall be governed and construed in accordance with the internal laws of the State of Oklahoma.

(d) The terms, covenants and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(e) This Amendment may be signed in counterparts and shall be considered a complete instrument when all parties have affixed their signatures. The

execution of this Amendment by facsimile or other electronic form (*e.g.* PDF) of signature shall be binding and enforceable as an original; provided that any party delivering a facsimile or electronic document shall execute and deliver to the other party an original instrument, as soon as reasonably possible thereafter. This Amendment may not be modified, altered or amended except by a separate written instrument executed by all parties hereto.

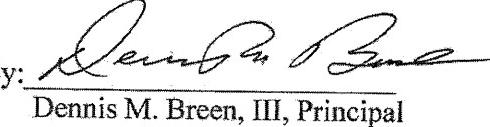
7. No Further Amendment. Except as expressly amended herein, all of the terms, covenants and conditions contained in the Multiparty Agreement, and all rights and obligations of Landlord, Tenant, and Subtenant thereunder, are hereby ratified, approved and confirmed, and shall remain in full force and effect. Each of the parties states that to their respective knowledge there are no defaults under the Multiparty Agreement or, to their respective knowledge, any conditions existing which with only the passage of time or the giving of notice or both would result in a default under the Multiparty Agreement.

[signature page follows]

**IN WITNESS WHEREOF**, Landlord and Tenant and Subtenant have duly entered into and executed this Amendment by and through their respective authorized representatives as of the date first stated above.

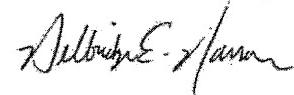
**LANDLORD:**

**Shared Investments IV LLC**, a Delaware limited liability company

By:   
Dennis M. Breen, III, Principal

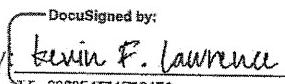
**TENANT:**

**Springs Global US, Inc.**, a Delaware corporation

By:   
Delbridge E. Narron  
SVP & General Counsel

**SUBTENANT:**

**Keeco, LLC**, a California limited liability company

By:   
Kevin F. Lawrence  
Chief Information Officer